



**Montana Fish,  
Wildlife & Parks**

## INVITATION FOR BID

### THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks  
Purchasing Unit  
930 West Custer Avenue  
P. O. Box 200701  
Helena, Montana 59620-0701  
Phone: (406) 495-3249  
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: 030116

Bid Title: Dust Abatement

Pages: 1-8

BIDS will be received and publicly opened at **2:00 p.m.** on:  
  
Friday, February 28, 2003

Issued by:  
  
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN  
ADDRESS WITH THE FOLLOWING:**

FWP 030116  
02/28/03

**RETURN YOUR BID TO:**

Department of Fish, Wildlife & Parks  
930 West Custer Avenue  
P.O. Box 200701  
Helena, MT 59620-0701

**SPECIAL INSTRUCTIONS:** BIDS will be received and publicly opened at:  
  
Department of Fish, Wildlife & Parks (Warehouse)  
930 West Custer Avenue  
Helena, MT 59620

### PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ( )

Fax: ( )

Bidder Name:  
(please print)

Federal I.D.  
No.:

Signature of  
Bidder:

**IMPORTANT  
SEE STANDARD TERMS & CONDITIONS**

## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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Revised 11/02

BILL TO: FISH WILDLIFE & PARKS  
3201 SPURGIN ROAD  
MISSOULA MT 59804

PROJECT SITE: FISH WILDLIFE & PARKS  
VARIOUS LOCATIONS  
LISTED HEREIN

## 1.0 SCOPE

1.1 The Montana Fish, Wildlife & Parks (FWP) is requesting bids for road dust abatement control on various State Parks and Fishing Access Sites within the Missoula management area. The site roads to be serviced, location and lengths to be controlled are detailed on Attachment A site list. However, depending on budget restrictions and conditions, some sites may not be serviced.

1.2 **Dust abatement services for the period of March 1, 2003 through February 29, 2004.**

### 1.3 CONTRACT RENEWAL

Contractor and FWP agree that this contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed five (5) additional years.

This extension is dependent upon available funding and in no case may a contract run longer than a six (6) year period.

Contract renewals **may** allow for a price increase of zero to five percent (0 -5%), at FWP's discretion and dependent upon available funding. Contractor may be required to justify price increase requests. Price increase requests will be reviewed **only** at the time of contract renewal.

## II. GENERAL INFORMATION AND REQUIREMENTS

### A. INSURANCE REQUIREMENT

#### 1. COMMERCIAL GENERAL LIABILITY

**General Requirements:** The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year, from an insurer with a Best's Rating of not less than A-.

This certificate MUST name FWP as an additional insured under the contractors' policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with the FWP Purchasing Unit within (10) working days of Notice of Award.

Contracts WILL NOT be issued to contractors who fail to submit the insurance certification.

## 2. WORKERS' COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

The contractor is required to supply the State Procurement Bureau with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the State of Montana. (Ref: Section 39-71-120/401/405, MCA) Neither the contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the State Procurement Bureau within ten (10) working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

## 3. REQUIRED LICENSE/PERMITS

Contractor is responsible to obtain all the required license and permits required by State or Federal Law to apply dust control products.

Roundup FAS (a Missoula County Road) will require the contractor to notify and obtain proper permits from the Missoula County Road Department a minimum of five days prior to application.

## III. GENERAL OVERVIEW

The Montana Fish, Wildlife & Parks (FWP) is requesting bids for road dust abatement control on various State Parks and Fishing Access Sites within the Missoula management area. The site roads to be serviced, location and lengths to be controlled are detailed on Attachment A site list. However, depending on budget restrictions and conditions, some sites may not be serviced.

### A. DUST PRODUCT

The primary dust control product to be used for this contract will be magnesium chloride. If for some reason magnesium chloride was not available, other options would be lignon sulfanate or other State approved products.

### B. APPLICATION REQUIREMENTS

1. The magnesium chloride application must control the road dust for a minimum of 4 months after application. If the application fails before this time frame, the contractor will be required to reapply at the expense of the contractor.
2. .50 gallon per square yard minimum application rate required.
3. Magnesium chloride solution must be a minimum of 30% concentration.
4. A 14-foot minimum application width is required.
5. An application of water on the road surface will be required prior to magnesium chloride application.
6. Application of magnesium chloride **Not To Be Done** in the rain or if rainy conditions are prevalent.

C. TIME

1. Application will normally be accomplished before June 30 of each year.
2. Application must be done on mid-weekdays between the hours of 8.00 AM and 6:00 PM so as not to interfere with recreation activities.
3. No application will be done on weekends, holidays or Fridays.

D. SIGNING

The contractor will be responsible to sign all roads in a temporary manner immediately after magnesium chloride application. The signs must be posted in visible manner at each road entrance prior to driving on applied surface. Example: Drive Slow/ Caution-Fresh Dust Control Ahead.

E. FWP ASSISTANCE/NOTIFICATION

FWP personnel will provide the contractor with on site specifics as requested. The contractor must contact the FWP Liaison person Doug Frazier (406)542-5524 two days prior to application to coordinate times, dates and any specific on- sit needs

F. TERMINATION

The contract can be terminated if the contractor fails to follow all the required specifications.

Fourteen days written notice from the contractor or FWP will be needed describing the circumstances if either party decides to terminate.

G. COMPENSATION

To receive payment upon completion of contract the contractor must submit an invoice for the sum total of the contract. Invoice to be sent to MT. Fish, Wildlife and Parks, 3201 Spurgin, Missoula, MT 59804, Attention: Doug Frazier Parks Division.

H. SITE REQUIREMENTS

Each contractor should visit the job site(s) to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligations to furnish all materials and labor necessary for contract compliance. Contractor shall make all necessary arrangements to protect the work, adjacent property and the public in all phases of site work. The selected contractor will be required to keep the sites free from debris and accumulation of waste as well as remove all equipment, tools and materials upon job completion.

I. ADDITIONAL DUST ABATEMENT REQUEST

Periodically due to Regional Management needs additional lengths or new areas may be need dust abatement services above and beyond the basic contract request. This contract would allow for those additions and the price per running foot to be negotiated with the contractor if this should occur.

IV. **AWARD PROCESS**

Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid FWP 030116.

**ATTACHMENT A**  
**DUST ABATEMENT SITE LIST**  
**PRODUCT: MAGNESIUM CHLORIDE**  
**MINIMUM APPLICATION RATE: .50 GAL PER SQUARE YARD**

	<b>SITE</b>	<b>LOCATION</b>	<b>LENGTH WIDTH</b>	<b>COST PER FT.</b>	<b>SITE COST</b>
A.	PLACID LAKE STATE PARK CAMPGROUND	3 MILES S SEELEY LAKE THEN 3 MILES ON COUNTY ROAD	1,400 ft. x 14 ft.	\$	\$
B.	SALMON LAKE STATE PARK CAMPGROUND	5 MILES S SEELEY LAKE	1,400 ft x 14 ft.	\$	\$
C.	ROUNDUP FISHING ACCESS SITE (NINEMILE ROAD)	26 MILES E OF BONNER	500 ft. x 14 ft.	\$	\$
D.	SHA-RON FISHING ACCESS SITE	.5 MILES NE OF EAST MISSOULA ON OLD HWY 10	330 ft. x 14 ft.	\$	\$
E.	MULLAN ROAD FISHING ACCESS SITE	RESERVE STREET S IN MISSOULA TO MULLAN ROAD THEN W ON MULLAN 3.5 MILES THEN S ON COTE LANE .8 MILES, LEFT ON TOBY THEN LEFT ON COUNCIL WAY TO BOTTOM OF HILL.	700 ft. x 14 ft.	\$	\$
F.	COUNCIL GROVES STATE PARK	6 MILES W ON MULLAN ROAD	700 ft. x 14 ft.	\$	\$
G.	CHIEF LOOKING GLASS FISHING ACCESS SITE	S OF LOLO ON HWY 93 FOR 6 MILES TURN E ON CHIEF LOOKING GLASS ROAD	400 ft. x 14 ft.	\$	\$
H.	POKER JOE FISHING ACCESS SITE	19 MILES S OF MISSOULA ON HWY 93 THEN 1.5 MILES ON COUNTY ROAD	600 ft. x 14 ft.	\$	\$
	<b>TOTAL COST OF ITEMS A-H</b>				\$